

Amendment#1
Agreement and License for LawBase Case Management Software

THIS Amendment #1 to the original License Agreement dated April 22, 2010 is made the 25th day of **October**, by and between Synaptec Software, Inc, a Colorado Corporation with its principal offices located at 4155 East Jewell Avenue, Suite 600, Denver, Colorado 80222 (hereinafter referred to as "Synaptec" or "Licensor"), and South Dakota Office of the Attorney General, with principal offices at 1302 East Highway 14, Suite 3, Pierre, South Dakota 57501-8501 (hereinafter "Licensee").

The parties have agreed to modify the License Agreement to address design enhancements to the Licensed Software, provide an additional license for HotDocs 2010 Developer and related costs. As such, the parties hereby agree that the Agreement be amended as follows:

1. That Synaptec agrees to modify its licensed software to include the design enhances set forth in Exhibit A attached herewith and Licensee agrees to pay Synaptec \$1750.08 for the design enhancements upon modification.
2. That Synaptec agrees to include further design enhancements and modification in the Licensed Software as requested by Licensee at the price of \$109.38 an hour for up to sixteen hours of work and Licensee agrees to pay Synaptec upon completion of the work for up to an additional \$17650.08.
3. That Synaptec agrees to provide Licensee with on additional License for HotDocs Developer and Licensee agrees to pay Synaptec \$500 for the license.
4. That the total costs associated with this Amendment is \$4000.16.
5. This Amendment #1 is effective as of October 25, 2010.
6. All other terms and conditions of the License Agreement and all amendments and addendums thereto shall remain as originally written.
7. Upon execution this Amendment #1 will be attached to the License Agreement and made part therein.

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

South Dakota Office of Attorney General

Synaptec Software, Inc.

By: 

By: 

Name: Marty J. Jackley

Name: Philip L. Hombarger

Title: Attorney General

Title: President

Date: 10/24/10

Date: 11-1-10

Exhibit A
Outstanding Design-related issues for the South Dakota AG's system

| Issue # | Issue | Comment |
|---------|---|---|
| 1 | Automatically populate the CP File # field in the case header (Page0.CPFileNo) when certain Status values (Page0.Status) are set. | If case type = Complaint set CP File # = xxxx-[2-digit year] If case type = Investigation File set CP File # = xxxx-[2-digit year]-INV and automatically populate Investigation File # field on Case Info tab (Page2.InvestFileNo) with the same number If case type = Multi-State set CP File # = xxxx-[2-digit year]-MINV and automatically populate the Investigation File # field on the Case Info tab with the same number Do not populate the CP File # for any other case type |
| 2 | In the Name field on the Company tab (Page4.CompanyNm), if they link in an AKA/DBA, we need something to show them that it is an AKA/DBA name. | Currently the parent company's name is in the header of the Contact record & the Alias/AKA/DBA name is on the Alias/DBA tab (Page9.DBA). Should the AKA/DBA companies instead be added as their own Contact records with a Contact Type of AKA/DBA? - client will discuss and get back to us if they want to go this route & want us to add a new contact type of AKA/DBA (will need to change the lookup on the Name field on the Company tab to only look at the contact header). |
| 3 | When the consumer's name changes in their Contact record (due to a typo, etc.), the change is automatically reflected on the Case Info tab, but it also needs to automatically be reflected in the case header. | The Consumer Name field in the case header (Page0.ConsumerNm) is currently populated by a workflow on the Consumer case link field on the Case Info tab. Possible fix: Have the Consumer Name field in the case header re-populate each time a user exits the case record. This would require that the Consumer Name field in the case header be locked down & not allow manual edits. |
| 4 | When a company's name changes in their Contact record (due to a typo, etc.), the change is automatically reflected on the Company tab, but it also needs to automatically be reflected in the case header. | The Company Name field in the case header (Page0.CompanyNm) is currently populated by a workflow on the Name case link field on the Company tab. Possible fix: Have the Company Name field in the case header re-populate each time a user exits the case record (with the value of the Name field from the first copy of the Company tab). This would require that the Company Name field in the case header be locked down & not allow manual edits. |

| | | |
|---|---|--|
| 5 | Look into whether a workflow can be written to automatically check the "Info?" box (Contact0.Info) whenever a Note record is entered for a Contact. | 10/20 - Client has also requested that something be done to make this box stand out more (possibly change the color of the box). Cannot conditionally change the display of the box (only when checked), but can put a background color on the box (which includes the label) to make it stand out. |
| 6 | Consumer & Company Names that include apostrophes do not populate in the case header. | BUG - Drew is aware of this & will look into it when he returns the week of 10/18. (Partially fixed on 10/18, and the next program file update should include the final resolution). |
| 7 | Include a column showing DBA names (contact9.dba) in the results of the Company smart folder. | Will need to include an outer join in the smart folder rule. |
| 8 | Include a column showing DBA names (contact9.dba) in the results of the Record Name contact search. | Will need to include an outer join in the smart folder rule. |



Agreement and License for LawBase Case Management Software

This License Agreement is between Synaptec Software, Inc, a Colorado Corporation with its principal offices located at 4155 East Jewell Avenue, Suite 600, Denver, Colorado 80222 (hereinafter referred to as "Synaptec" or "Licensor"), and South Dakota Office of the Attorney General, with principal offices at 1302 East Highway 14, Suite 3, Pierre, South Dakota 57501-8501 (hereinafter "Licensee").

1.0 License:

- 1.1 Synaptec owns the copyright in a computer program entitled "LawBase" (hereinafter referred to as the "Licensed Software" and in associated user instructions and reference documents. The term "Licensed Software" as used in this Agreement is defined as the computer program and routines known as LawBase including all updates, improvements, enhancements and customized elements thereof from time to time developed by Synaptec which are released during the term of the license granted herein.
- 1.2 Possession of such copies of the Licensed Software confers no rights in Licensed Software except as expressly provided herein and subject to the terms and conditions of this Agreement.

2.0 Scope of Rights and Limitations of Use: Under the terms of this Agreement, Licensee shall have the right to:

- 2.1 Install the Licensed Software at the office specified above and to make suitable backup copies of the software as may be necessary for Licensee's archival of information contained in the program only.
- 2.2 User Instructions: Synaptec will provide a single copy of the associated user instructions. Licensee may, at its own expense, make a number of copies of the associated user and reference documentation as is necessary for its own internal use. Additional copies of the associated user instructions may be purchased from Synaptec at the current retail cost of the associated user instructions.
- 2.3 Licensee shall not translate, modify, or update the Licensed Software without the prior written consent of Synaptec. Licensee may assign this Agreement and any of its rights and/or obligations hereunder upon written notice to Licensor to any successor state entity. Otherwise, Licensee shall not, without Licensor's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this license or any of its rights or obligations under this license to any party.

3.0 Fees and Costs:

- 3.1 Software: As part of this Agreement, Synaptec will provide Licensee with LawBase Case Management software.
- 3.2 Concurrent Users: Exhibit A lists the License Fee as well as the number of concurrent user licenses. Licenses for additional users may be purchased at any time from Synaptec at the then current cost for new user licenses.

- 3.3 Database Server: The License Fee does not include any database server or runtime modules. A Microsoft SQL database server and appropriate CALs are required and must be purchased separately by the Licensee.
- 3.4 Data Conversion: Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licenser shall not be liable for any such errors, omissions, delays, or losses, unless caused by its intentional misconduct or gross negligence. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data. Changes to the database after the creation of the conversion program may result in additional charges. Licensee may elect to have Synaptec perform the actual conversion for an additional charge. The details of any data conversion are included in Exhibit A.
- 3.5 Interfaces: Any interfaces to third party applications, other than HotDocs® are listed in Exhibit A.
- 3.6 Additional Products: There are no Synaptec products other than LawBase provided as part of this Licensing Agreement unless expressly listed in Exhibit A.
- 3.7 LawBase Project Management Fee: Synaptec will provide project management at a cost as set forth in Exhibit A. This will include project management services, including the outlining of implementation as set forth in Exhibit A attached hereto. It will also include consultation and necessary modifications to the training agenda to be used at Licensee's Office. It will also include review and recommendations of network and hardware changes necessary to run the Licensed Software.
- 3.8 LawBase Installation Fee: Synaptec will remotely install LawBase on Licensee's server and make the connection between LawBase and Licensee's Microsoft SQL server. It will be necessary for Licensee to provide remote access to both the application and SQL servers. It will also be Licensee's responsibility to have a DBA from Licensee's IT staff available should any questions arise during the installation.
- 3.9 LawBase Screens Consulting: The cost and details of the initial LawBase screen consulting to be provided by Synaptec is part of Exhibit A. Synaptec will provide additional consultation services at a cost of \$1,750.00 per day plus travel expenses as provided in Exhibit A for on-site consulting and \$200.00 per hour for remote consulting. This service is intended to assist Licensee's office in the design of the database as well as study "work flow" issues and how LawBase could handle them.
- 3.10 LawBase Training: Synaptec shall provide Licensee with training for both administrators and end-users as set forth in Exhibit A. Additional details of training set forth in Section 4 of this Agreement.

3.11 Annual Support: Synaptec will provide the first year of annual support at a cost set forth in Exhibit A. The first year of annual support will begin immediately at the conclusion of training and continue for a period of one year following expiration of the warranty period. Additional detail related to support as set forth in Section 5, below.

3.12 Total Charges for Software: The total charge for the software contained in this Agreement is set forth in Exhibit A. Licensee shall be responsible for paying any applicable taxes (including sales or use taxes, intangible taxes and property taxes) resulting from acceptance of this License. The total licensing fee shall be paid as follows:

1/3 due at the time of execution of this Agreement
1/3 due thirty (30) days after the execution of the Agreement
Final payment due at the time of Training

3.13 Payments due and not paid by Licensee within forty-five days of the date due, will accrue interest at a rate of one and one-half percent (1 ½%) per month from the date payment was due.

4.0 Installation and Training:

4.1 Synaptec shall install the software and initially train the Licensee's personnel at a time mutually agreed upon between the parties. The cost of the initial training is set forth in Exhibit A. Licensee further agrees to pay for travel expenses not to exceed the amount in Exhibit A. Travel expenses will be itemized in an invoice submitted to Licensee and will be paid within forty-five days of the receipt of the invoice.

4.2 Additional training in excess of the time provided in Exhibit A, may be obtained by the Licensee at the then current daily rate. The current daily rate for additional training is \$1,750.00 per day for on-site training plus travel expenses as provided in Section 4.1 and \$200.00 per hour for remote training. Additional training shall be scheduled at mutually acceptable times.

4.3 Under the terms of this Agreement, the software shall be deemed to be "installed" as that term is used in this Agreement, at the conclusion of end user training.

5.0 Software Support and Maintenance:

5.1 Support will be provided to a single contact within Licensee's organization as Licensee may designate from time to time.

5.2 Support shall be provided by:

5.2.1 **Telephone:** Synaptec will provide telephone support from 7:30 a.m. to 5:30p.m. Mountain Time, Monday thru Friday, exclusive of holidays.

5.2.2 **Fax:** Support will be provided in response to faxes submitted by designated users.

5.2.3 **E-mail:** Synaptec will provide Licensee with a current Internet e-mail address to which support questions can be submitted. The current e-mail address is support@lawbase.com.

5.2.4 **Remote Access:** Licensee shall be responsible for setting up remote connectivity between Licensee and Synaptec (Synaptec will provide a list of acceptable software upon request). Remote access via an approved TCP/IP connection is preferred. Licensee understands that only limited support can be provided to Licensee without remote access to the Licensee's computers.

5.3 At the conclusion of the initial support period provided in Section 3.11, the Licensee may elect an Annual Software Maintenance Plan or elect hourly telephone support.

5.3.1 **Software Maintenance Plan:** Licensee may elect to purchase an annual Software Maintenance Plan and is charged at twenty percent (20%) of the then current list price of the Licensed Software. Software Maintenance includes any consultation for questions as provided in Section 5.2 of this Agreement. The software maintenance does not include hardware or operating system setup or configuration or work with any other non-Synaptec application programs. It also shall not include training, design of reports, design of HotDocs templates or screen changes. Software Maintenance includes any program updates, changes and enhancements, bulletins, documentation (exclusive of printing charges), and information on techniques as may from time to time be made available and other technical support issues.

5.3.2 **Telephone Support:** In the event that Licensee does not enroll in the Annual Software Maintenance Plan, described in Section 5.3.1, then Licensee will automatically be enrolled in a telephone support program. Licensee will be billed at the then current hourly rate. The current rate is \$200.00 per hour with a one hour minimum per call. Synaptec reserves the right to request payment for support in advance. Licensee will not be entitled to any free updates or enhancements to the software if Licensee elects to be on telephone support. Finally, Licensee should be aware that priority in support response is provided initially to clients who are on Annual Maintenance.

6.0 **Proprietary Protection and Restrictions:**

6.1 The Licensed Software and all intellectual property rights, including without limitation patent, copyright and trade secret rights, in the Licensed Software and in the associated user instructions and reference documentation are and shall remain the property solely of Synaptec.

7.0 **Limited Warranty and Limitation of Liability:**

7.1 Synaptec warrants for a period of thirty (30) days after installation of each Program, for Licensee's benefit alone, that the licensed software, when operated with the equipment configuration and in the operating environment specified by Synaptec, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Synaptec does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide Synaptec with sufficient detail to allow Synaptec to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Licensed Software covered by such warranty, and as Synaptec's entire liability in contract, tort, or otherwise, Synaptec will correct such error or defect at Synaptec's facility by issuing corrected instructions, a restriction, or a bypass. If Synaptec is unable to correct such defect or error after a reasonable opportunity, Synaptec may refund the user license fees paid for such Program. However, Synaptec is not responsible for any defect or error not reported during the warranty period or any defect or error in the licensed software that Licensee has modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SYNAPTEC SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; SYNAPTEC MAKES AND LICENSEE RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND SYNAPTEC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8.0 Licensee's Responsibilities: Licensee is responsible for the following actions:

1. Determining whether the Licensed Software will achieve the results Licensee desires;
2. Procuring, installing, and operating computers and operating systems to run the Licensed Software;
3. Providing a proper environment and proper utilities for the computers on which the Licensed Software operates, including an uninterrupted power supply;
4. Selecting and training Licensee's personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Licensed Software; and
5. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Licensed Software or the computer systems on which they operate non-operational.

8.1 Synaptec reserves the right to charge additional service fees if an operator seeks assistance with respect to basic computer information or any other matters not directly relating to the operation of the Licensed Software. Synaptec does not hold

itself out as a professional expert and adviser regarding Licensee's computer or information needs. Synaptec is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements.

- 9.0 Indemnification:** If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Licensor will (as long as Licensee's are not in default under this Agreement or any other agreement with Licensor) defend Licensee against such claim at Licensor's expense and pay all damages that a court finally awards, and pay all Licensee's costs and expenses incurred by Licensee due to the claim, provided that Licensee promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensor may, at its option, secure for Licensee the right to continue to use the Program(s), modify or replace the Program(s) so they are non-infringing, or, if neither of the foregoing options is available in Licensor's judgment, require Licensee to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of Licensee's license. However, Licensor has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.
- 10.0 Default:** If either party to this agreement shall violate any of its obligations under the terms of this Agreement, the other party shall have the right to terminate the license granted by this Agreement upon thirty (30) days' notice in writing. Such notice of termination shall become effective unless the violating party shall completely remedy the violation to the non-violating party's sole, but reasonable satisfaction within the thirty (30) day period.
- 11.0 Termination:** Upon termination of this License, Licensee shall immediately deliver to Synaptec or destroy all of the Licensed Software and all copies of the associated user instructions and reference documentation. Within thirty (30) days after the termination of this License, Licensee shall certify in writing that, to the best of Licensee's knowledge, all of the Licensed Software and documentation has either been returned or destroyed.

- 12.0 Notices:** All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by recognized overnight courier, U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

If to Licensee:

Office of Attorney General
1302 E. Hwy. 14
Suite 3
Pierre, SD 57501-8501
Attention: Delane Smith

If to Synaptec:

Synaptec Software, Inc.
4155 E. Jewell Avenue
Suite 600
Denver, CO 80222
Attention: Philip L. Homburger

13.0 Miscellaneous:

- 13.1 Licensee shall automatically become a member of the user's group for the Licensed Software.
- 13.2 This Agreement does not apply to hardware, operating systems or other application software.
- 13.3 This Agreement shall be interpreted in accordance with the laws of the State of South Dakota and if any action is brought under the terms of this Agreement, the parties agree that such action shall be venued in the State of Dakota, Circuit Court, Sixth Judicial Circuit, Hughes County.
- 13.4 If any action is brought to enforce this Agreement, or any of its terms, the prevailing party shall be entitled to legal costs, including reasonable attorney's fees.

- 14.0 Modifications and Waivers:** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

Accepted by:

Licensee

Synaptec Software, Inc.

By: Marty J. Jackley

Name: Marty J. Jackley

Title: Attorney General

Date: 4/22/2010

By: Philip L. Hamburger

Name: Philip L. Hamburger

Title: President

Date: 4-25-2010

Exhibit A STATEMENT OF WORK

Synaptec will provide Licensee with LawBase, version 10.7.

| Service | Baseline | Consumers | TOTALS | | |
|--|------------------|-----------|------------------|-----|------------------|
| Infrastructure | | | | | |
| Project Mgmt (hours) | | 4 | 875.00 | 4.0 | 875.00 |
| LawBase Installation | 1,500.00 | | | | 1,500.00 |
| Interface/Integration | | | | | |
| LawBase to Outlook | 1,500.00 | | | | 1,500.00 |
| LawBase to LaserFiche | 5,000.00 | | | | 5,000.00 |
| LawBase users, design, HotDocs & reports | | | | | |
| LawBase software (users) | | 8 | 8,000.00 | 8.0 | 8,000.00 |
| Screen & Workflow Design (days) | | 2 | 3,500.00 | 2.0 | 3,500.00 |
| Custom Programming -HotDocs (days) | | 1 | 1,750.00 | 1.0 | 1,750.00 |
| Custom Programming -Reports(days) | | 2 | 3,500.00 | 2.0 | 3,500.00 |
| Training | | | | | |
| Administrative Training(days) | 1,750.00 | | | | 1,750.00 |
| End User Training(days) | | 2 | 3,500.00 | 2.0 | 3,500.00 |
| Conversion(days) | | 1 | 1,750.00 | 1.0 | 1,750.00 |
| Maintenance | 1,300.00 | | 1,600.00 | | 2,900.00 |
| Travel Expenses | 5,000.00 | | | | 5,000.00 |
| TOTAL | 11,050.00 | | 24,475.00 | | 40,525.00 |
| Annual Support rate | 20% | | | | |
| Per user cost | 1,000.00 | | | | |
| Daily rate | 1,750.00 | | | | |
| Hourly rate | 218.75 | | | | |